

B 2100A (Form 2100A) (12/15)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.,

Case No. 08-13555 (SCC)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Deutsche Bank AG, London Branch

Name and Address where notices to transferee should be sent:

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005
Attn : Rich Vichaidith
Email : richard.vichaidith@db.com

Name of Transferor

Caspian SC Holdings L.P.

Court Claim # (if known): 30311

Transferred Claim Amount: \$95,258.00

Date Claim Filed:

Last Four Digits of Acct #: N/A

ISIN: AU300LBT029

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Transferee/Transferee's Agent

By: 

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 & 3571.

*PARTIAL Transfer of LBHI Claims
PROGRAM SECURITY*

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **CASPIAN SC HOLDINGS L.P.** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **DEUTSCHE BANK AG, LONDON BRANCH** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 hereto, in Seller's right, title and interest in and to the Proof of Claim Numbers filed by Seller's predecessors-in-title (the "**Proofs of Claim**") as are specified in Schedule 1 hereto (the "**Purchased Portion**") against Lehman Brothers Holdings, Inc. (the "**Debtor**"), as guarantor of the Purchased Securities (as defined below) and debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (SCC), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such securities, "**Purchased Securities**") relating to the Purchased Portion and specified in Schedule 1 attached hereto. Except to the extent set forth herein, Purchaser does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Transferred Claims, Purchased Securities or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proofs of Claim relate to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or any of its affiliates (including, without limitation, Caspian Select Credit Master Fund, Ltd. and Caspian Capital Partners, L.P.) or against Seller or any of its affiliates (including, without limitation, Caspian Select Credit Master Fund, Ltd. and Caspian Capital Partners, L.P.); (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; (f) neither Seller nor any of its affiliates (including, without limitation, Caspian Select Credit Master Fund, Ltd. and Caspian Capital Partners, L.P.) have engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors holding claims of the same class and type; (g) on or around the dates set forth in Schedule 2, Seller or any of its predecessors-in-title received the distributions in the amounts set forth in Schedule 2 relating to the Transferred Claims; (h) on or about the dates set forth in Schedule 3, Seller or any of its predecessors-in-title received the distributions in the amounts set forth in Schedule 3 made by Lehman Brothers Treasury Co. B.V. ("**LBT**") relating to the Purchased Securities; and (i) other than the distributions set out in Schedules 2 and 3 hereto, neither Seller nor any of its predecessors-in-title has received any distributions in respect of the Transferred Claims and/or Purchased Securities.

3. Seller further represents and warrants to Purchaser that:

(a) the Evidences of Partial Transfer of Claim (the "Caspian Capital Upstream EOTs") that were each entered into by and between Caspian Capital Partners, L.P. ("Caspian Capital"), as seller, and Seller, as buyer, that were each filed with the Court on August 23, 2013, under docket numbers 39689 (as amended as filed with the Court on February 13, 2017, under docket number 54743) and 39692 (as amended as filed with the Court on February 13, 2017, under docket number 54744) (collectively, the "Caspian Capital Filed Transfer Documentation") are the only transfer documents entered into between Caspian Capital and Seller with respect to the claims referenced in the Caspian Capital Filed Transfer Documentation;

(b) the Evidences of Partial Transfer of Claim (the "Caspian Select Upstream EOTs") that were each entered into by and between Caspian Select Credit Master Fund, Ltd. ("Caspian Select"), as seller, and Seller, as buyer, that were each filed with the Court on August 23, 2013, under docket numbers 39695 (as amended as filed with the Court on February 13, 2017, under docket number 54745), 39698 (as amended as filed with the Court on February 13, 2017, under docket number 54746), 39701 (as amended as filed with the Court on February 13, 2017, under docket number 54747), 39707 (as amended as filed with the Court on February 13, 2017, under docket number 54748), 39712 (as amended as filed with the Court on February 13, 2017, under docket number 54749), 39715 (as amended as filed with the Court on February 13, 2017, under docket number 54750), 39718 (as amended as filed with the Court on February 13, 2017, under docket number 54751), 39719 (as amended as filed with the Court on February 13, 2017, under docket number 54752), 39720 (as amended as filed with the Court on February 13, 2017, under docket number 54753), 39724 (as amended as filed with the Court on February 13, 2017, under docket number 54754), 39728 (as amended as filed with the Court on February 13, 2017, under docket number 54755), 39729 (as amended as filed with the Court on February 13, 2017, under docket number 54756), 39731 (as amended as filed with the Court on February 13, 2017, under docket number 54757), 39733 (as amended as filed with the Court on February 13, 2017, under docket number 54758), 39737 (as amended as filed with the Court on February 13, 2017, under docket number 54759), 39741 (as amended as filed with the Court on February 13, 2017, under docket number 54760), 39742 (as amended as filed with the Court on February 13, 2017, under docket number 54761), 39745 (as amended as filed with the Court on February 13, 2017, under docket number 54763), 39747 (as amended as filed with the Court on February 13, 2017, under docket number 54765), 39751 (as amended as filed with the Court on February 13, 2017, under docket number 54766), 39752 (as amended as filed with the Court on February 13, 2017, under docket number 54767), 39753 (as amended as filed with the Court on February 13, 2017, under docket number 54768), and 39754 (as amended as filed with the Court on February 13, 2017, under docket number 54769) (collectively, the "Caspian Select Filed Transfer Documentation") are the only transfer documents entered into between Caspian Select and Seller with respect to the claims referenced in the Caspian Select Filed Transfer Documentation; and

(c) the amount set forth in the "Principal/Notional Amount" column of Schedule 1 to the Agreement and Evidence of Partial Transfer of Claim that was filed with the Court on January 15, 2013, under docket number 33919 is the Debtor's allowed claim amount.

4. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

5. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors,

employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

6. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller on or after the trade date of November 2, 2016, in respect of the Transferred Claims and Purchased Securities to Purchaser (including, for the avoidance of doubt, any distributions received by the Seller on or after the trade date of November 2, 2016, including, without limitation, the distributions made by LBT on or around November 29, 2016). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Securities.

7. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proofs of Claim.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Signatures appear on following page]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 22nd day of February, 2017.


CASPIAN SC HOLDINGS L.P.

By: 
Name:
Title:

Chris Manz
Caspian Capital LP
767 Fifth Avenue, 45th Floor
New York, New York 10153
Tel (212) 826 - 7546
Email: cmanz@caspianlp.com

DEUTSCHE BANK AG, LONDON BRANCH

By: 
Name:
Title:

By: 
Name:
Title:

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10023
Attn: Rich Vichaidith
Email: Richard.vichaidith@db.com

PARTIAL Transfer of LBHI Claims
PROGRAM SECURITY
Schedule 1

Transferred Claims

Purchased Portion

As set forth below

Proofs of Claim	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount of the Purchased Security	Purchased Portion of Allowed Claim Amount
30305	AU300LBTC029	Lehman Brothers Treasury Co, B.V.	Lehman Brothers Holdings Inc.	AUD 146,770.58	USD 119,318.41
30305				AUD 34.33	USD 27.91
30305				AUD 261,084.70	USD 212,251.07
30306				AUD 69,413.79	USD 56,430.54
30307				AUD 62,677.39	USD 50,954.13
30308				AUD 5,589.14	USD 4,543.74
30309				AUD 2,239.68	USD 1,820.77
30310				AUD 7,967.53	USD 6,477.27
30311				AUD 117,174.47	USD 95,258.00
30312				AUD 5,688.28	USD 4,624.34
30313				AUD 19,423.35	USD 15,790.38
30314				AUD 11,614.42	USD 9,442.04
30315				AUD 31,751.31	USD 25,812.50
30317				AUD 12,466.67	USD 10,134.89
30651				AUD 118,043.42	USD 95,964.42
30652				AUD 47,301.03	USD 38,453.78
30653				AUD 168,274.65	USD 136,800.33
30654				AUD 815,448.87	USD 662,926.22
30654				AUD 37,146.97	USD 30,198.95
30655				AUD 120,136.36	USD 97,665.89
30656				AUD 212,497.31	USD 172,751.53
30657				AUD 245,295.82	USD 199,415.36
59098				AUD 543,632.57	USD 441,950.80
59098				AUD 964,509.39	USD 784,106.26
59098				AUD 168,526.10	USD 137,004.75
N/A				AUD 5,291.87	USD 0.00

ISIN: AU300LBTC029

Schedule 2

Proof of Claim Number	USD Allowed Claim Amount	First Distribution 4/17/2012	Second Distribution 10/1/2012	Third Distribution 4/4/2013	Fourth Distribution 10/3/2013	Fifth Distribution 4/3/2014	Sixth Distribution 10/2/2014	Seventh Distribution 4/2/2015	Eighth Distribution 10/1/2015	Ninth Distribution 3/31/2016	Tenth Distribution 6/16/2016	Eleventh Distribution 10/6/2016
30305	USD 27.91	USD 1.01	USD 0.68	USD 0.86	USD 1.02	USD 1.11	USD 0.83	USD 0.57	USD 0.43	USD 0.12	USD 0.18	USD 0.31
30305	USD 119,318.41	USD 4,306.47	USD 2,906.09	USD 3,670.61	USD 4,351.92	USD 4,727.20	USD 3,547.76	USD 2,421.13	USD 1,846.64	USD 512.45	USD 763.10	USD 1,341.60
30305	USD 212,251.07	USD 7,660.63	USD 5,169.54	USD 6,529.51	USD 7,741.47	USD 8,409.04	USD 6,310.98	USD 4,306.86	USD 3,284.93	USD 911.57	USD 1,357.45	USD 2,386.53
30306	USD 56,430.54	USD 2,036.71	USD 1,374.41	USD 1,735.98	USD 2,058.20	USD 2,235.69	USD 1,677.88	USD 1,145.05	USD 873.35	USD 242.36	USD 360.90	USD 634.50
30307	USD 50,954.13	USD 1,839.05	USD 1,241.03	USD 1,567.51	USD 1,858.46	USD 2,018.72	USD 1,515.05	USD 1,033.93	USD 788.60	USD 218.84	USD 325.88	USD 572.92
30308	USD 4,543.74	USD 163.99	USD 110.67	USD 139.78	USD 165.72	USD 180.02	USD 135.10	USD 92.20	USD 70.32	USD 19.51	USD 29.06	USD 51.08
30309	USD 1,820.77	USD 65.72	USD 44.35	USD 56.01	USD 66.41	USD 72.14	USD 54.14	USD 36.95	USD 28.18	USD 7.82	USD 11.64	USD 20.47
30310	USD 95,258.00	USD 3,438.08	USD 2,320.08	USD 2,930.44	USD 3,474.36	USD 3,773.97	USD 2,832.36	USD 1,932.92	USD 1,474.27	USD 409.11	USD 609.22	USD 1,071.07
30312	USD 4,624.34	USD 166.90	USD 112.63	USD 142.26	USD 168.66	USD 183.21	USD 137.50	USD 93.83	USD 71.57	USD 19.86	USD 29.57	USD 51.99
30313	USD 15,790.38	USD 569.91	USD 384.59	USD 485.76	USD 575.93	USD 625.59	USD 469.50	USD 320.41	USD 244.38	USD 67.82	USD 100.99	USD 177.54
30314	USD 9,442.04	USD 340.78	USD 229.97	USD 290.47	USD 344.38	USD 374.08	USD 280.75	USD 191.59	USD 146.13	USD 40.55	USD 60.39	USD 106.16
30315	USD 25,812.50	USD 931.63	USD 628.68	USD 794.07	USD 941.46	USD 1,022.65	USD 767.50	USD 523.77	USD 399.49	USD 110.86	USD 165.08	USD 290.23
30317	USD 10,134.89	USD 365.79	USD 246.84	USD 311.78	USD 369.65	USD 401.53	USD 301.35	USD 205.65	USD 156.85	USD 43.53	USD 64.82	USD 113.95
30651	USD 95,964.42	USD 3,463.58	USD 2,337.29	USD 2,952.17	USD 3,500.13	USD 3,801.95	USD 2,853.36	USD 1,947.25	USD 1,485.20	USD 412.15	USD 613.74	USD 1,079.01
30652	USD 38,453.78	USD 1,387.88	USD 936.57	USD 1,182.96	USD 1,402.53	USD 1,523.48	USD 1,143.37	USD 780.28	USD 595.13	USD 165.15	USD 245.93	USD 432.37
30653	USD 136,800.33	USD 4,937.44	USD 3,331.88	USD 4,208.41	USD 4,989.54	USD 5,419.80	USD 4,067.56	USD 2,775.87	USD 2,117.21	USD 587.53	USD 874.91	USD 1,538.17
30654	USD 30,198.95	USD 1,089.95	USD 735.52	USD 929.01	USD 1,101.45	USD 1,196.43	USD 897.92	USD 612.78	USD 467.38	USD 129.70	USD 193.14	USD 339.55
30654	USD 662,926.22	USD 23,926.53	USD 16,146.09	USD 20,393.70	USD 24,179.02	USD 26,264.05	USD 19,711.15	USD 13,451.68	USD 10,259.85	USD 2,847.13	USD 4,239.74	USD 7,453.88
30655	USD 97,665.89	USD 3,524.99	USD 2,378.73	USD 3,004.51	USD 3,562.18	USD 3,869.36	USD 2,903.95	USD 1,981.77	USD 1,511.54	USD 419.45	USD 624.62	USD 1,098.14
30656	USD 172,751.53	USD 6,235.00	USD 4,207.50	USD 5,314.38	USD 6,300.80	USD 6,844.13	USD 5,136.52	USD 3,505.37	USD 2,673.61	USD 741.93	USD 1,104.83	USD 1,942.40
30657	USD 199,415.36	USD 7,197.36	USD 4,856.92	USD 6,134.64	USD 7,273.31	USD 7,900.51	USD 5,929.33	USD 4,046.41	USD 3,086.27	USD 856.45	USD 1,275.36	USD 2,242.21
59098	USD 137,004.75	USD 4,944.82	USD 3,336.86	USD 4,214.70	USD 4,997.00	USD 5,427.90	USD 4,073.64	USD 2,780.01	USD 2,120.37	USD 588.41	USD 876.21	USD 1,540.47
59098	USD 441,950.80	USD 15,951.02	USD 10,764.06	USD 13,595.80	USD 16,119.35	USD 17,509.37	USD 13,140.77	USD 8,967.79	USD 6,839.90	USD 1,898.09	USD 2,826.50	USD 4,969.26
59098	USD 784,106.26	USD 28,300.19	USD 19,097.53	USD 24,121.58	USD 28,598.84	USD 31,065.00	USD 23,314.26	USD 15,910.59	USD 12,135.31	USD 3,367.57	USD 5,014.75	USD 8,816.43

ISIN:		AU300LBTC029		Schedule 3					
Notional Amount	First Distribution 5/8/13	Second Distribution 10/24/13	Third Distribution 4/28/14	Fourth Distribution 10/28/14	Fifth Distribution 4/27/15	Sixth Distribution 10/29/15	Seventh Distribution 4/28/16	Eighth Distribution 7/14/16	Ninth Distribution 11/29/16
AUD 4,200,000.00	AUD 362,287.47	AUD 158,366.99	AUD 176,933.42	AUD 144,488.50	AUD 110,383.76	AUD 91,093.39	AUD 23,516.21	AUD 35,845.45	AUD 64,359.81